



# AUDITORIUM ROOM RENTAL AGREEMENT

## CDAR AUDITORIUM RENTAL AGREEMENT

This Rental Agreement is between The California Desert ASSOCIATION OF REALTORS® ("Association") and the Lessee named below for the Media Center portion of the building located at 44-475 Monterey Avenue, Palm Desert California including lighting, climate control, water, restrooms, and standard housekeeping services ("Premises"). The Association wants to reasonably assist with the success of your event. This Rental Agreement contains the rules and policies that you, as the Lessee, must follow. By signing this Rental Agreement, you acknowledge that you have received a copy of this Agreement and have read, understand, and agree to abide by the rules and policies set forth herein, and accept full responsibility for the acts of all guests, caterers, employees, independent contractors, and other invitees of your event.

Name of Lessee: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Rental Date(s): \_\_\_\_\_

*Rental Dates are limited to two (2) dates maximum per month*

**Time of Use:** Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Description and intent of rental use: \_\_\_\_\_

Number of persons attending: \_\_\_\_\_

*Auditorium seating capacity is 100 people*

**Security Deposit of \$200.00 is required to reserve the room.**

**Cancellation:** Association reserves the right to cancel on 90 days' notice with refund of paid deposit and fees. If Lessee cancels 60 or more days before reserved date, the security deposit will be refunded, less costs actually incurred by Association. If Lessee cancels with less than 60 days written notice before the reserved date, the security deposit, rental fee, and any other fees paid are forfeited and will not be refunded.

**Security Deposit, Lessee Responsibility** - Lessee shall be financially responsible for any and all damage which occurs during the term of the Rental Agreement to the Premises and all related facilities, fixtures and equipment provided by Association. Lessee's liability is not limited to the amount of the security deposit. Lessee shall be charged for repairs and/or replacement for any damage done to the Premises, including carpeting, walls, plumbing, fixtures, and/or equipment, as specified herein below under "Decorating and Set Up," and Lessee shall be charged for any fees charged to Association or Lessee by any City, County or State law enforcement or other agency due to Lessee's use of the Premises, including responding to the alarm. A reasonable fee for staff time incurred by the Association may also be included. Lessee acknowledges the Premises are fit for their intended use.

**Refund ability of Security Deposit** - Lessee understands that the security deposit will be deposited into an account and will be refunded if the Association, in its sole discretion, determines there has been no damage or breach or failure to pay fees and charges under this Rental Agreement. Association may apply all or part of the security deposit toward fees or charges due under this Rental Agreement, including repairs or costs to restore the Premises to its pre-rental condition.

**Documentation of Premises Condition** - After the conclusion of the event, a Staff Attendant will assess the condition of the Premises and, if appropriate, take photographs and create documentation of any damages. Lessee and the Association Executive will each sign a written report for any action and fee assessment.

**Restrictions:** I acknowledge the following items by my initials:

- NO SMOKING IS PERMITTED ANYWHERE INSIDE OR OUTSIDE THE PREMISES AT ANY TIME.

\_\_\_\_\_  
Initials

- NO ALCOHOLIC BEVERAGES ARE PERMITTED THE PREMISES.

\_\_\_\_\_  
Initials

- REAL ESTATE BROKER SPONSORED EVENTS SHALL NOT BE FOR THE OVERT OR COVERT INTENT OR PURPOSE FOR RECRUITMENT OF OTHER CDAR BROKER/MEMBER AGENTS.

\_\_\_\_\_  
Initials

• ALL MARKETING AND/OR EVENT PROMOTION MATERIALS **MUST** CONTAIN THE FOLLOWING DISCLAIMER IN LEGIBLE PRINT (FONT SIZE OF 8 OR LARGER):

*California Desert Association of REALTORS® does not endorse the view, opinions, policies or activities of the person or entity by the use of our facility or marketing materials.*

\_\_\_\_\_  
Initials

**Insurance:** Lessee will provide proof to Association that it has liability insurance coverage for covering the event and shall obtain and provide the Association a \$1,000,000 rider evidencing such coverage no later than 5:00 p.m. on the seven business days prior to the event naming Association as an additional insured.

**Permits/Licenses:** Lessee shall obtain at its expense any and all licenses and permits required for its use of the Premises and hereby indemnify Association fully for any fees, charges, fines, or penalties related to licenses and permits.

**Default/Breach:** Failure by Lessee to make any payment of fees and charges due no less than 15 business days prior to the event shall constitute a default and the Premises shall not be made available to Lessee. In the event of any default or breach hereunder, Lessee shall pay all costs, expenses, and attorney's fees, whether or not suit is filed, to enforce this Rental Agreement or collect any amount due to Association hereunder.

**Indemnity:** Lessee hereby indemnifies and holds Association harmless against all liabilities, claims, and demands for personal injury, property damage, government fines or fees, and/or attorney fees or costs arising out of or caused by any act or omission of Lessee, Lessee's agents, employees, vendors, or invitees, arising in or about the Premises at any time during the term of this Rental Agreement.

**Release of Liability for COVID-19:** I, the undersigned, hereby consent to accept and assume the risk for myself and the attendees that the COVID-19, or related viruses, will spread, and that despite best efforts to minimize said spread I may be exposed, and I may expose the attendees to the virus by being part of, or attending, the Lessee's event. I realize that a risk of transmission to others and serious illness and/or death may result from the exposure to the virus which may be by my own actions or inactions, but also from the actions, inactions or negligence of others, and I voluntarily consent to assume this risk. Further, I covenant and agree to hold harmless the Association and all individuals or entities directly or indirectly providing any service associated with this rental, and hereby waive any and all claims against the Association and all individuals or entities directly or indirectly providing any service associated with this rental, in law or equity, whether in tort, contract, premises liability or otherwise, arising out of or related to exposing, spreading, contracting or transmitting COVID-19, or similar viruses, including but not limited to, and regardless of, any violation of any state, local, or federal government orders, guidelines, regulations, or laws pertaining to the same.

**Lessee's Personal Property:** Association and its employees or agents are not responsible for any personal property left at, in, or on the Premises before, during or after the event.

**Event Planning:** Lessee shall meet with the Association to plan the event and coordinate the set-up time, obtain decorating approval, and arrange for any other services and/or equipment to

be provided. A syllabus, course description or program for the event must be submitted for approval prior to any marketing of the event.

**Decorating & Set Up:** Set up and decorating shall not interfere with the normal business activities of the Association. A CDAR Staff Attendant fee of \$50 per hour, will be charged for setup and decorating done after normal office hours or on weekends. All CDAR Staff Attendant requests must be requested in writing 30 days before the event to the Association Executive. The Association Executive has full authority to approve or deny the request for a CDAR Staff Attendant request. The following items ARE NOT PERMITTED, and if any are used or thrown inside or outside the Premises, there will be a **\$500.00** clean up fee: bolts, screws, staples, nails, glue, Scotch tape, duct tape, or electric tape on the floors, walls or ceiling; angel hair, glitter, rice or confetti. Birdseed may be thrown outside the Premises only. Candles are permitted only if enclosed in glass.

**Parking:** It is understood that the Association will not be responsible for any damage(s) or theft of or to vehicles or personal property.

**Prohibited Conduct:** Lessee shall not use, or permit any person or persons to use, the Premises in any manner which, in the sole discretion of Association, is inconsistent with the image of a community or family-oriented business, or in violation of the laws of the United States of America, or the laws, ordinances, regulations and requirements of the State, County and City where the Premises is situated, or of other lawful authorities. Lessee shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable noises, odors or nuisances, and shall comply with all health and police regulations in all respects. Lessee agrees that all trash and rubbish of Lessee shall be deposited only within receptacles provided by Lessee and located in the areas designated by Association. Lessee shall not allow any Hazardous Material to be used, generated, manufactured, released, stored or disposed of on, under or about, or transported from or to the Premises.

**Available Equipment:** The following items may be available at no charge if arrangements are made in advance with the Association (check all desired items):

Check-in Tables

Chairs

Podium

Projector and Screen

**Available on request for additional charge** (requests must be made 24 hours in advance for additional charged items)

Coffee service (100 cups) - \$25.00 charge

Coffee service (50 cups) - \$10.00 charge

Additional cups (per 50) - \$10.00 charge

Tableware (per 100) - \$25.00 charge

**Items NOT Included in Rental:** the following items are not included in the rental fee

- Security
- Additional rental items
- Linen/paper goods
- Food catering
- Room set up/take down
- Cleaning

## **RENTAL RATE SCHEDULE**

### **Business Meetings & Seminars**

*Payable 30 business days prior to event*

### **FEE**

#### **Member Price**

4 Hour rental fee (during normal business hours)      \$250.00  
8 Hour rental fee      \$475.00

#### **Non-Member Price**

4 Hour rental fee (during normal business hours)      \$450.00  
8 Hour rental fee      \$850.00

## **PRE-EVENT DEPOSIT & CHARGES**

Payable 60 business days prior to event. If paying by credit card, please complete the attached Credit Card Authorization form. If paying by check, please make checks payable to "California Desert Association of REALTORS®"

### **Security Deposit Amount: \$200.00**

Security Deposit Date Paid: \_\_\_\_\_

Payment Made By:      Check      Credit Card

Paid with application to reserve date/time; refunded if cancellation 90 days prior to reserved date or date is re-booked; held pending damage resolution and applied to repair costs and/or other fees.

**Additional Items Amount:** \_\_\_\_\_

Additional Items Date Paid: \_\_\_\_\_

Payment Made By:      Check      Credit Card

**AGREEMENT & SIGNATURE**

The undersigned, on behalf of Lessee, acknowledges that he/she has read and agrees to all the terms and conditions contained in this Rental Agreement and that he/she is authorized to and does execute this Rental Agreement on behalf of Lessee.

**THE CALIFORNIA DESERT ASSOCIATION OF REALTORS®, INC.**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**LESSEE**

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_